

DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

☒ New Contract ☐ OTR ☐ Sole Source ☐ Bid Waiver ☐ Emergency Previous Contract/Project No. N/A
☐ Re-Bid ☐ Other LIVING WAGE APPLIES: ☒ YES ☐ NO

Requisition No./Project No.: RQID1200038 (Scope of work substantially revised)

TERM OF CONTRACT Five (5) YEAR(S) With One (1) Additional Three (3) Year OTR

Requisition /Project Title: Water Surveillance System Licenses, Maintenance & Technical Support Services

Description: The purpose of this bid is to establish a contract for the Miami-Dade Seaport Department (Seaport) to provide ongoing maintenance and support services for the Waterside Surveillance System (WSS) equipment and software located at the Port of Miami (Port) and surrounding sites within the Port of Miami (Port). This System is comprised of FCC licensed wireless network, marine radar, CCTV cameras, a combination of sensors, receivers, software servers, and client software provided by Honeywell.

The bidder will be required to perform manufacturer's recommended preventive maintenance for the system components as needed. All optional hardware support & services shall be performed on a time and materials basis through work orders issued under the resultant contract as needed by the Seaport.

Issuing Department: ISD Contact Person: Leida Altman Carrillo Phone: 305-375-1084

Estimate Cost: \$400,000 initial term

GENERAL FEDERAL OTHER
Funding Source: Seaport Revenues

ANALYSIS

<u>Commodity Codes:</u> COMPUTER SOFTWARE MAINTEN 920-45 COMPUTER MAINTENANCE AND 939-21 COMPUTER MANAGEMENT 920-19 COMPUTER MANAGEMENT SERVI 920-19				
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.				
	<u>EXISTING</u>	<u>2ND YEAR</u>	<u>3RD YEAR</u>	
Contractor:				
Small Business Enterprise:				
Contract Value:	\$	\$	\$	
Comments: <div style="background-color: #cccccc; height: 20px; width: 100%;"></div>				
Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO				
<u>RECOMMENDATIONS</u>				
	Set-aside	Sub-contractor goal	Bid preference	Selection factor
			SBE	
Basis of recommendation:				
Signed: <u>LEIDA ALTMAN CARRILLO</u>			Date sent to DBD: <u>3/6/2012</u>	
			Date returned to DPM: <div style="background-color: #cccccc; width: 150px; height: 20px;"></div>	

RECEIVED BY
DEPT. BUSINESS
MAR 13 2012 4:49 AM

BID NO.: RQID1200038

**OPENING: 2:00 P.M.
Wednesday
March 28, 2012**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

**Water Surveillance System Licenses, Maintenance &
Technical Support Services**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:.....	Not Applicable
CATALOGUE AND LISTS:.....	Not Applicable
CERTIFICATE OF COMPETENCY:.....	Section 2, 2.15
EQUIPMENT LIST:	Section 3, 3.3 3.4
EXPEDITED PROCUREMENT PROGRAM (EPP): ...	Not Applicable
INDEMNIFICATION/INSURANCE:	Section 2, 2.12
PRE-BID CONFERENCE/WALK-THRU:.....	Section 2, 2.3
SMALL BUSINESS ENTERPRISE MEASURE:	Section 2, 2.2
SAMPLES/INFORMATION SHEETS:.....	Not Applicable
MDPHA SECTION 3:	Not Applicable
SITE VISIT/AFFIDAVIT:.....	Not Applicable
USER ACCESS PROGRAM:.....	Section 2, 2.19
WRITTEN WARRANTY:	Not Applicable
LIVING WAGE:	Not Applicable

FOR INFORMATION CONTACT:

Leida Altman Carrillo, 305-375-1084, lcarril@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH SECTION 1, PARAGRAPH 1.2(D).**
- **FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON BID SUBMITTAL FORM IN SECTION 4 SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: RQID1200038

**Water Surveillance System Licenses, Maintenance &
Technical Support Services**

Procurement Officer: Leida Altman Carrillo

Bids will be accepted until 2:00 p.m. on Wednesday March 28, 2012

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

ISD/PM – shall refer to Miami-Dade County's Internal Services Department, Procurement Management Division.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/ISD/PM

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Internal Services Department, Procurement Management Division (ISD/PM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the ISD/PM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128. Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that ISD/PM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1 GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(i) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbccc@miamidade.gov.
2. The Internal Services Department, Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by ISD/PM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of ISD/PM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, Issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2012. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.13. LAWS AND REGULATIONS

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. LICENSES, PERMITS AND FEES

The awarded bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or an awarded bidder for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by said awarded bidder.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the

competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

SECTION 1

GENERAL TERMS AND CONDITIONS

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The proposer shall not submit any information in response to this solicitation, which the proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the proposer. In the event that the proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, 1) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, 2) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this bid is to establish a contract for the Miami-Dade Seaport (Seaport) to provide ongoing maintenance and support services for the Waterside Surveillance System (WSS) equipment and software located at the Port of Miami (Port) and surrounding sites within the Port of Miami (Port). This System is comprised of FCC licensed wireless network, marine radar, CCTV cameras, a combination of sensors, receivers, software servers, and client software provided by Honeywell.

The bidder will be required to perform manufacturer's recommended preventive maintenance for the system components as needed. All optional hardware support & services shall be performed on a time and materials basis through work orders issued under the resultant contract as needed by the Seaport.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE

A pre-bid conference will be held on **13th, March TIME to TIME** at:

Miami-Dade Port of Miami
1015 N America Way 2nd Floor
POM Engineering Conference Room
Miami, FL 33132

The pre-bid conference will discuss the special conditions and specifications included within this solicitation.

Due to security clearance requirements, bidders intending to participate in the pre-bid conference and site walk-through must submit the following information **72 hours prior** to the above date. The following information is needed for security clearance at the off-site locations. :

Full Name
Date of Birth
Driver's License Number / Copy of Driver's License

All information is to be submitted to Leida Altman Carrillo at lcarril@miamidade.gov with a copy to the clerk of the board at clerkbcc@miamidade.gov.

2.4 TERM OF CONTRACT: 5 YEARS BASED ON AVAILABILITY OF COUNTY FUNDING

This contract will commence on the first calendar day of the month succeeding approval of the

SECTION 2
SPECIAL CONDITIONS

contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the County's Department of Procurement Management and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the last month of the contract term.

2.5 OPTION TO RENEW

The initial contract prices resultant from this solicitation shall prevail for a five (5) year period from this contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for one (1) additional three (3) year period. The bidder shall maintain, for the entirety of the stated additional periods, the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.

The County reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

Should the bidder decline the County's right to exercise the option period, the County will consider the bidder in default, and such decision shall affect that bidder's eligibility for future County contracts.

2.6 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible bidder who submits an offer on all items listed in the solicitation and whose offer represents the lowest price when all items are added in the aggregate. If a bidder fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single bidder.

2.7 PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF THE CONTRACT

If the bidder is awarded a contract under this solicitation, the prices proposed by the bidder shall remain fixed and firm for the term of the contract.

2.8 HOURLY RATE

The hourly rate quoted shall be deemed to provide full compensation to the selected Bidder for labor. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The selected Bidder shall comply with minimum wage standards, and/or any other wage standards specifically set forth in Section 4, "Optional Services" and any other applicable laws of the State of Florida.

2.9 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT (RECOMMENDED)

Prior to submitting its offer it is required that the bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect

SECTION 2
SPECIAL CONDITIONS

the equipment, materials and labor required. The bidder is also advised to examine carefully the sites to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. A site visit will be conducted as part of the Pre-Bid Conference as noted in Section 2.3.

2.10 EQUAL PRODUCT - INTENTIONALLY OMITTED

2.11 LIQUIDATED DAMAGES - INTENTIONALLY OMITTED

2.12 INDEMNIFICATION AND INSURANCE

Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the bidder or its employees, agents, servants, partners principals or subcontractors. Bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Bidder shall furnish to the Bidder Assistance Section, Internal Services Department, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

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The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the Department of Financial Services and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Bidder of his liability and obligation under this section or under any other section of this agreement.

The bidder shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the bidder shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the bidder to provide the required certificate of insurance within fifteen (15) business days, may result in the bidder being deemed non-responsible and the issuance of a new award recommendation.

The bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the bidder in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the bidder in accordance with Section 1.0, paragraph 1.10B of this solicitation.

2.13 BID GUARANTY - INTENTIONALLY OMITTED

2.14 PERFORMANCE BOND - INTENTIONALLY OMITTED

2.15 CERTIFICATIONS

Bidders must be certified by Honeywell as an authorized reseller at the time of bid submittal. Bidders need to provide a letter from manufacturer confirming their status as an authorized reseller with the bid submission package.

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The awarded Bidder(s) must maintain this status during the term of the resultant contract and any extensions exercised by the County. Bidder(s) certification status may be subject to further verification with the manufacturers.

2.16 METHOD OF PAYMENT: ANNUAL AND MONTHLY INVOICES AND ITEMIZED INVOICES

The successful Bidder(s) shall submit annual and monthly invoices which reflect the basic information set forth below by the tenth (10) calendar day of each month. These invoices shall be submitted to the County user department(s) that requested the service through a purchase order. The invoices shall reflect standard service specified in the contract and provided to the County in the prior month.

All invoices shall contain the following basic information:

I. Bidder Information:

- The name of the business organization as specified on the contract between Miami-Dade County and bidder
- Date of invoice
- Invoice number
- Bidder's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number and or work order number.

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

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SPECIAL CONDITIONS

Failure to submit invoices in the prescribed manner will delay payment.

VII. TRAVEL

With respect to travel costs and travel related expenses, the Bidder agrees to adhere to A.O. 6-1 & CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

2.17 DELIVERY REQUIREMENTS

- a) All Deliverables the County ordered shall be delivered F.O.B. Destination. The County shall accept or reject the Deliverables within ten (10) days of receipt unless otherwise provided elsewhere in this Agreement.
- b) If the Bidder fails to make delivery within the time specified in the applicable Work Order, or if the Deliverable delivered fails to conform to the requirements hereof in quality, number or otherwise or are found to be defective in material or workmanship, then the County may reject the delivered Deliverable or may accept any item of Deliverable and reject the balance of the delivered Deliverable. The County shall notify Bidder of such rejection in writing and specify in such notice, the reasons for such rejection. Bidder agrees to deliver replacement Deliverables for such items of rejected Deliverables within fifteen (15) Days of Bidder's receipt of the County's rejection notice.
- c) The County may delay delivery of ordered Deliverables or any portion thereof, for up to sixty (60) days at no additional cost to the County, by giving written notice to the Bidder of its desire to delay delivery at least ten (10) days prior to the Scheduled Delivery Date set forth in the Order. In the event of such delay, the County will provide the Bidder with a new delivery date for such Deliverables or portion thereof as soon as reasonably possible, but in no event later than ten (10) Days following the County's receipt of notice of the Bidder's desire to delay delivery.
- d) The Bidder shall deliver all ordered Deliverables no later than thirty (30) days from the order date.
- e) The Bidder shall bear the risk of loss or damage to delivered Deliverables until the time the Project Manager certifies that the System(s) has successfully completed the System Acceptance test at the applicable site, whether such loss or damage arises from acts or omissions (whether negligent or not) of the Bidder or the County or from any other cause whatsoever, except loss or damage arising solely from the negligence or willful acts of the County.
- f) Bidder agrees to install the Deliverables at the applicable Sites set forth in the Contract. Bidder agrees to commence installation of the Deliverables as soon after delivery as is possible or unless a different time for installation is otherwise mutually agreed upon by the parties hereto. Bidder shall diligently pursue and complete such installation without interruption so that such Deliverables is in good working order and ready for use as soon as possible.
 - 1. The successful bidder will be required to provide Occupational Safety & Health Administration (OSHA) compliant safety equipment when required to service equipment at potentially unsafe locations.
 - 2. Bidder agrees to do all things necessary for proper installation and to perform its installation obligations hereunder in an orderly, skillful and expeditious manner, with sufficient labor and materials to ensure efficient and timely completion of such obligations. If applicable, Bidder shall coordinate with the Project Manager all work with all other Bidders and/or County personnel performing work at the Site(s) to complete Deliverables installation. The County shall be responsible for resolving all disputes relating to Site access between Bidder and

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other bidders. Bidder shall provide all materials necessary to proper installation of the Deliverables. The County shall attempt to provide reasonable working and secure storage space for the performance by Bidder of the installation services described herein. Bidder agrees that all installation work will be performed neatly and at all times Bidder shall keep Site(s) free from waste materials and rubbish resulting from the services being performed by Bidder.

2. Unless otherwise agreed to by the County, Bidder agrees as part of the installation process, to perform installation services, including, but not limited to, the following: (a) receipt and inventorying of materials; (b) cooperating with all other bidders supplying peripheral or ancillary equipment that will interface with the System; and (g) any additional services necessary to ensure Bidder's compliance.
3. If required by any applicable Federal, State or local laws or codes, Bidder shall ensure that all items of Equipment are firmly held in place in a manner so as to protect such Equipment from seismic shock. In this regard, Bidder agrees to provide fastenings and supports adequate to support Equipment loads with an ample safety margin.

g) Installation testing shall consist of the tests described in Bidder's proposal which are to be conducted by Bidder and observed by the County. The purpose of these tests is to demonstrate the complete operability of the System(s) in conformance with the requirements of the Contract. This will include an actual demonstration of all required Software features. All tests shall be in accordance with test plans and procedures prepared by Bidder and previously approved by the County. In the event of any outstanding deficiencies at the conclusion of installation testing, as determined by the County, Bidder shall be responsible for instituting necessary corrective measures, and for subsequently satisfactorily demonstrating and/or re-demonstrating system performance.

2.18 CONTACT PERSONS

For any additional information or questions regarding the terms and conditions of this solicitation and resultant contract please contact:

Leida Altman Carrillo, Procurement Contracting Officer 1 via email at lcarril@miamidade.gov with a copy to the Clerk of the Board, clerkBCC@miamidade.gov.

Administrative Order 3-27, Cone of Silence, ordinance prohibits oral communication regarding a bid during the period the Cone is in effect.

2.19 COUNTY USER ACCESS PROGRAM (UAP) FEE

USER ACCESS FEE

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and

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complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

JOINT PURCHASE

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

VENDOR COMPLIANCE

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.20 WORK ACCEPTANCE

All services performed will be inspected by an authorized representative of the County. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions as specified in Section 3.

2.21 PERFORMANCE QUALIFICATIONS

The County reserves the right to investigate or inspect at any time whether the qualifications offered by bidder meet the Contract requirements. In addition, the County reserves the right, before awarding or renewing the Contract, to require bidder to submit such evidence of qualifications and the qualifications of sub-contractor(s) as it may deem necessary. Bidder shall at all times during the Contract term remain responsive and responsible. Bidder must be prepared, if requested by the County, to present evidence of, including but not limited to the following; experience, ability, and financial standing. If the County determines that the conditions of the solicitation documents are not complied with, or that the service proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the County may terminate the contract for default. Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidders' employment, has previously failed to perform satisfactorily in connection with public

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bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the County to make an investigation either before or after award of the Contract, but should the County elect to do so, Bidder is not relieved from fulfilling all Contract requirements.

2.22 NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A WORK ORDER FOR OPTIONAL HARDWARE SUPPORT

The bidder shall neither commence any work, nor enter a County work premise or any of the 5 remote sites, until a Work Order directing the bidder to proceed with optional hardware support has been received from any authorized County representative; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract.

2.23 DEFICIENCIES IN WORK TO BE CORRECTED BY THE BIDDER

The bidder shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within five 5 business days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the bidder by the County's project administrator, who may confirm all such verbal reports in writing. The bidder shall bear all costs of correcting such rejected work. If the bidder fails to correct the work within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within 30 calendar days of receipt of the notice. If the bidder fails to correct the work within the period specified in the notice, the County shall place the bidder in default, obtain the services of another bidder to correct the deficiencies, and charge the incumbent bidder for these costs; either through a deduction from the final payment owed to the bidder or through invoicing. If the bidder fails to honor this invoice or credit memo, the County may terminate the contract for default.

2.24 CONTRACTUAL PERSONNEL

All personnel shall be considered to be, at all times, employees of the selected Bidder. The County may require the selected Bidder to remove an employee it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. The selected Bidder alone shall be responsible for its employees' compensation and benefits of any kind, including but not limited to, federal, state and local withholding taxes, FICA, MICA and any and all other applicable taxes. The County reserves the right to approve or disapprove any changes in selected Bidder's personnel during performance under this Contract.

The selected Bidder's personnel shall observe and comply with County procedures and, if required by the County, shall wear identification provided by the County.

2.25 OPTIONAL TRAINING COURSES TO BE PROVIDED

The successful bidder shall have the ability to provide an intensive training program to County employees on an as needed basis regarding the use of the software, hardware equipment or services supplied by the bidder in conjunction with this bid solicitation. The County shall bear all costs associated with this training including, but not limited to: registration fees; manuals, texts, or other instructional materials; and transportation and lodging expenses (if such training must be provided outside of the South Florida area).

SECTION 2
SPECIAL CONDITIONS

2.26 CATALOGS AND PRICE LISTS SHOULD BE SUBMITTED WITH OFFER

The bidder shall submit copies of the current manufacturer's price list(s) and catalog(s) with the bid submission. These documents shall be in effect at the commencement of the contract and shall remain in effect for the life of the contract. Discounts offered will be evaluated against these price lists and catalogs in order to determine the bidder to whom award will be made pursuant to Section 2.6 herein entitled "Method of Award".

Upon request, the bidder shall provide additional sets of the manufacturer's product catalogs and price lists at no additional cost to the County.

2.27 PROPERTY OF THE COUNTY'S SEAPORT DEPARTMENT

All work performed by the bidder pursuant to this information to bid, including, but not limited to the preparation of all plans, specifications, software developed, maps, computer files and/or reports prepared or obtained under this information to bid, as well as all data collected, together with summaries and charts derived therefore but not limited to, shall be considered works made for hire and shall become the property of Seaport upon completion or termination without restriction or limitation on their use and shall be made available, upon request, to Seaport or the Seaport's Project Manager or designee at any time during the performance of such services and/or upon completion or termination of this information to bid. Upon delivery to Seaport's Project Manager or designee of said document(s), Seaport shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The bidder shall not copyright any material and products or patent any invention developed under this information to bid.

2.28 MIAMI-DADE SEAPORT DEPARTMENT (PORT) ACCESS**a) Port Identification Cards**

1. Obtaining a permit allows companies to obtain Port of Miami Identification Cards for its personnel working at the Port. Valid Identification Cards are required:
2. The issuance of Port of Miami Identification Cards will be handled on a first come and first served basis, between the hours of **7:00 a.m. and 3:00 p.m.**, Monday through Friday. The Credentials Section is located at 1001 North America Way, Room# 111, Miami, Florida 33132, telephone: 305-347-4955 and fax: 305-347-3245.
3. Individuals requesting a Port of Miami Identification Card must bring a valid Florida Driver License or Identification Card, and a Passport, an original Birth Certificate, or other documents showing country legal status.
4. Companies and organizations requesting Port of Miami Identification Cards for their employees must make their requests, in writing, on company letterhead.
5. Willfully and knowingly providing false information in an attempt to obtain a Port of Miami Identification Card is a felony of the third degree and punishable by up to five (5) years in jail and subject to a \$5,000.00 fine (s. 775.082 or s. 775.083).
 - a) It is imperative for all Port of Miami Identification Card holders to ensure that their card is renewed prior to its expiration date.
 - b) For questions regarding Port of Miami Identification Cards, please call the Credentials Section at 305-347-4955.

SECTION 2
SPECIAL CONDITIONS

- c) For questions regarding Port of Miami Business Permits, please call the Permit Section at 305-347-4841 or 305-347-4964.

b) Transportation Worker Identification Card (TWIC)

1. TWIC was established by Congress through the Maritime Transportation Security Act (MTSA) and is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials issued to workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities and all credentialed merchant mariners. Over 1 million workers including longshoremen, truckers, port employees and others are required to obtain a TWIC.
2. All port users requiring access to the Restricted Access Area will be required to have a TWIC card. Individuals without a TWIC card will NOT be granted access unless Port User/Stakeholder agrees to escort the individual(s) and properly notify port security.

2.29 LOCAL CERTIFIED SERVICE - DISABLED VETERAN'S BUSINESS PREFERENCE

In accordance with Section 2-8.5.1 of the Miami-Dade County Code, a Local Certified Service-Disabled Veteran Business Enterprise (VBE) that submits a bid for a contract shall receive a bid preference of five percent of the price bid. A VBE is a firm that is a) a local business pursuant to Section 2.8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. This preference will only be used for evaluating and awarding the bids and shall not affect the contract price. In procurements where Small Business Enterprises (SBE) measures are being applied, a VBE who is also an SBE shall not receive the veteran's preference provided in this section and shall be limited to any applicable SBE preferences. At the time of bid or proposal submission, the bidder must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the bid or proposal submission.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1 OBJECTIVE

The objective of this bid is to establish a contract for the Miami-Dade Seaport (Seaport) to provide ongoing maintenance and support services for the Waterside Surveillance System (WSS) equipment and software located at the Port of Miami (Port) and surrounding sites within the Port of Miami (Port). This System is comprised of FCC licensed wireless network, marine radar, CCTV cameras, a combination of sensors, receivers, software servers, and client software provided by Honeywell.

The bidder will be required to perform manufacturer's recommended preventive maintenance for the system components as needed. All optional hardware support & services shall be performed on a time and materials basis through work orders issued under the resultant contract as needed by the Seaport.

3.2 PREVENTIVE MAINTENANCE

3.2.1 Preventive Maintenance Service shall be performed per manufacturer's recommendations on a quarterly basis for the following systems as further specified in Section 3; Technical Specifications:

Equipment Name	Description	Quantity
Ice Qube Air Conditioning units	Enclosure Air Conditioners	5
Koden America Marine	Long Range Radar sensors 25KW	1
Koden America Marine	Short Range Radar Systems (4 KW	4
Honeywell	PTZ Cameras	5
Pelco	Fixed Cameras	15

3.2.2 Maintenance and support services on the radar unit typically involve the following parts:

- a) Circuit Board
- b) Motor
- c) Brushes
- d) Reed switches
- e) PTZ Camera Domes
- f) Fixed Cameras
- g) Brushes on the radar unit (must be replaced out on a quarterly basis)
- h) Dust from the brushes (need to be cleaned out on the unit on a quarterly basis)

3.2.3 The Ice Qube air conditioning system maintenance consists of, but not limited to the following:

- a) Checking the condition of the ambient air filter and the condensate management system

SECTION 3
TECHNICAL SPECIFICATIONS

- b) Check the condition of the air filter
- c) It is recommended to first remove electrical power from the Ice Qube system
- d) Next, locate the filter cover and filter
- e) Slide the filter from the filter rack through the end slot and clean by soaking in warm soapy water
- f) Rinse with clean water
- g) Use a shop-vac to remove excess water from the filter before returning it to the system.
- h) Replace the filter if it is showing signs of deterioration

3.2.4 The maintenance of the condensation management system will require the following:

- a) Scale
- b) Sludge and debris that may cause the system to fail
- c) Removal of electrical power from the Ice Qube system and removal of the cover
- d) Removing the cover will allow access to the primary condensate management pan, which is located below the evaporator
- e) Inspect the condensate pan and the drain nipple for signs of scale, sludge or debris that may prevent water flow through the nipple
- f) To clean the debris from the pan, the Bidder will use a clean absorbent cloth or shop-vac
- g) Nipples will be cleaned using a ¼ inch tubing brush, and then flushed with clean water.
- h) The Bidder will also inspect the neoprene tubing that is attached to the nipples on the condensate management system and will replace the tubing if it appears to have internal build-up or has become brittle
- i) The cooling system cabinet may also need to be cleaned
- j) The bidder will wipe it with a damp, lint free cloth
- k) A mild soap solution may be used if necessary

3.3 HARDWARE DIAGNOSTIC, AND TROUBLESHOOTING SERVICES

3.3.1 The bidder shall provide diagnostic and troubleshooting services when required. These services are required to identify the problem and, if possible, perform minor repairs to fix the problem on-site. The bidder shall provide updates to Seaport describing in detail the completed activities performed and any additional service needed at the site. The request shall be submitted for approval by the Seaport's Project Manager or designee before additional service can be performed.

3.3.2 The bidder, through diagnostic service, shall investigate the cause for the failure of equipment and determine if the failure is related to, but not limited to a storm event, materials or workmanship, supplied power, leased communications, warranty covered failures, electrical and/or mechanical components, hardware, and software failures. The diagnostic results shall define the type of repair needed to restore the device(s) to 100% functional status.

3.3.3 Certain equipment may require power to be recycled in order to resume normal operation. If the bidder detects a device that frequently requires an on/off/on power cycle in order to maintain

SECTION 3
TECHNICAL SPECIFICATIONS

operation it shall be the responsibility of the bidder to make a recommendation to Seaport of the proper corrective action needed after contacting the equipment manufacturer to troubleshoot the issue. It is the responsibility of the bidder to service equipment and repair system components to a 100% functional status.

3.3.4 The bidder shall provide hardware maintenance and technical support services, which are to include the following at a minimum:

- a) Labor
- b) Materials and Incidentals
- c) Diagnostics and Troubleshooting Work
- d) Technical Systems Support
- e) Device Installations and Calibration
- f) Repairs and Parts Replacement
- g) Emergency Response Repair
- h) Electrical Work: Inspection, Repairs, New Installation, and Grounding
- i) Data and Communications Cabling
- j) As-built Revision Maintenance in Computer-aided design (CAD),
- k) Hardware telephone support
- l) Assist with the installation and or upgrade of equipment
- m) Determine equipment status
- n) Perform remote diagnostics
- o) Respond to emergency repair and replacement work that cannot be resolved via hardware telephone support

3.3.5 WSS is comprised of:

Equipment Name	Description	Quantity
Dragonwave Wireless communications system	Dragonwave 23 GHz, 12 Inch Antenna	6
Dragonwave Wireless communications system	Dragonwave 23 GHz, 24 Inch Antenna	3
Ice Qube Air Conditioning units	Enclosure Air Conditioners	5
Koden America Marine	Long Range Radar sensors 25KW	1
Koden America Marine	Short Range Radar Systems (4 KW	4
Honeywell	PTZ Cameras	5
Pelco	Fixed Cameras	15

SECTION 3
TECHNICAL SPECIFICATIONS

AIS	Receiver	
Honeywell RVS Client	Antenna	1

3.4 SOFTWARE TECHNICAL SYSTEMS SUPPORT

The awarded Bidder will be required to provide authorized purchase Honeywell software support services for the designated equipment and associated software components for the term of the contract. The Honeywell software support services will assure that Seaport to be provided at a minimum shall include the following:

3.4.1 Error Corrections and Updates. The bidder will provide the County with error corrections, bug fixes, patches or other updates to the Software to the extent available in accordance with the bidder's release schedule for the term of this solicitation.

3.4.2 Enhancements or Modifications. Enhancement means any standard modifications or additions that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Bidder may designate Enhancements as standard or major, depending on its assessment of their value and of the functionality added to the Software.

3.4.3 The bidder shall provide installation of all application and operating system software and firmware patches, upgrades and/or updates for both the production and test environments with this service agreement as they are released by the manufacturers. Installation of these upgrades will be requested via a Work Request and scheduled for implementation by Seaport. Any patches, upgrades and/or updates that cause the system to act in a manner not consistent with its purpose, or cause unexpected conditions shall be immediately un-installed at the request of Seaport.

3.4.4 WSS is composed of ten major software elements:

Software Application Names	Software Description	Quantity
Microsoft Server	RVS Server operating system.	1
Microsoft SQL Server	Database server application.	1
Intrusion Event Manager (IEM) Service	Rule processing engine for the RVS system.	1
RVS Client	Graphical User Interface application that shows target data and provides RVS system configuration.	1
AIS-Handler	Delivers the necessary functionality for the RVS Client to show AIS targets.	1

SECTION 3
TECHNICAL SPECIFICATIONS

Software Application Names	Software Description	Quantity
GPS-Handler	Delivers the necessary information for the RVS Client to locate targets on the Port Image.	1
Honeywell Digital Video Manager	Delivers video streams from the PTZ cameras into the RVS Client port image.	1
I-Boot Remote Power Manager	Distributes, manages, and controls power supply levels to all units at each site.	1
WSS-LENEL Interface	Utilizes a set of DataConduit LENEL services to post WSS-generated alarms into the LENEL OnGuard Alarm Monitoring System.	1
WSS-BPS Interface	Utilizes a Message Queuing service to "listen for target information" from the AIS server and then	1

3.5 REPAIRS AND PARTS REPLACEMENT

3.5.1 Repairs and/or parts replacement to the system shall consist of, but not be limited to, the repair or replacement of damaged, missing or malfunctioning equipment in order to maintain the system operation and functionality.

3.5.2 The repairs and/or parts replacement will be covered under the optional hardware support & services. Bidders shall submit the written request(s) to Seaport's Project Manager or designee for the approval for any additional labor usage and expenditures that are not included in the basic service work order. The written request form for authorization of additional labor, materials, tools, and equipment shall be included as part of a work request, shall have a full justification, and backup documentation.

3.5.3 Bidders must have the spare parts in stock to enable the repair of the units within 24 hours of the Seaport decision that on-site repair service is required. Bidder must provide the discount off each part listed in Section 4.

3.6 WORK AUTHORIZATION

Seaport shall issue Work Orders to authorize the awarded bidder to begin work on optional hardware support and services outside of the standard maintenance and support services provided. All work estimates shall be prepared by the bidder and submitted to Seaport's Project Manager or designee for review and approval prior to any commencement of work as a formal notice to proceed (NTP). No work shall be undertaken by the bidder unless it has been authorized in writing from the Seaport. The work estimates shall be based on hourly rates and include at a minimum:

- a) Personnel
- b) Equipment and/or resources
- c) Documentation of work to be performed

SECTION 3
TECHNICAL SPECIFICATIONS

- d) Travel requirements
- e) Itemized cost breakdown
- f) Work schedule

3.7 ORIGINAL EQUIPMENT MANUFACTURER (OEM) REPAIRS

Repairs that require the expertise and/or specialized equipment of the manufacturer shall be considered Original Equipment Manufacturer (OEM) Repairs. OEM repairs are those specialized repairs that cannot be made by the bidder and must be made by a manufacturer or bidder of the equipment/component.

On an as needed basis, the bidder shall notify Seaport's Project Manager or designee of manufacturer repairs necessary for the continued safe and efficient operation of the system. Seaport's Project Manager or designee will review the proposed manufacturer repair(s) and approval shall be required in order to proceed with the repair.

3.8 SERVICE CALLS

a) Remote and Telephone Support

For the term of this Agreement, Bidder shall provide telephone and remote support via the provisioning of a Seaport Virtual Private Network. This support shall be provided during normal business hours (Monday – Friday, 8 am – 5 pm).

b) Onsite Support

If the problem cannot be repaired from the remote site after a 24 hour period, the Seaport will provide the bidder a work order that will require onsite support of the equipment and/or software within 48 hours of the Seaport issuance of the work order.

3.9 AUTHORIZED RESELLER CERTIFICATION

Bidders are required to provide the required documentation outlined within Section 2.15, confirming their status as an authorized reseller with the bid submission package.

SECTION 4
BID SUBMITTAL FORM

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday
March 28, 2012



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by:
Leida Altman Carrillo

ISD

Date Issued:
3/7/2012

This Bid Submittal Consists of
 Pages **18** through **25**

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Water Surveillance System Licenses, Maintenance &
 Technical Support Services**

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 915-68	
Procurement Contracting Officer Leida Altman Carrillo	

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.

FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER THE BIDDER INELIGIBLE FOR LOCAL PREFERENCE.

FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

4.1 PRICE

Instructions: Bidders should complete the appropriate pricing tables listed below. Bidders must provide prices for all items. Bidders that do not provide prices for all items may be considered non-responsive.

A. SOFTWARE AND HARDWARE MAINTENANCE SUPPORT SERVICES

ITEM NO.	PRODUCT DESCRIPTION	QTY	UNIT PRICE
1	Honeywell Hardware & Software Maintenance and Technical Support Services	5	\$ / Per Year

B. OPTIONAL HARDWARE PARTS

ITEM	DESCRIPTION	MANUFACTURER	DISCOUNT
1	4kW Modulator Assembly		%
2	25kW Modulator Assembly		%
3	Motor Brushes		%
4	Motor Drive Unit		%
5	Koden Radar Control Box 2-4 KW Radars		%
6	Koden Radar Control Box 6-25 KW Radars		%
7	Honeywell 4 output Power Supply		%
8	AIS Receiver		%
9	AIS Serial to Ethernet Converter		%
10	iBoot remote power controller		%
11	Netgear FS108 Fast Ethernet 10/100		%
12	Tripp Lite INTERNET750U		%
13	TRIPP 6 Outlet		%
14	Digital Antenna, Inc 9dB Gold Series 8' Marine VHF Antenna		%
15	Axis 241Q Analog to Digital Video Streamer		%

ITEM	DESCRIPTION	MANUFACTURER	DISCOUNT
16	Honeywell HDNXGNWACWPTZ Cameras		%
17	Pelco CCC1390H-6 Fixed Camera		%
18	Pelco 13DIR2.8-11 Fixed Camera Lense		%
19	Reed Switches, Circuit Boards, AC Filters Misc Items		%

C. OPTIONAL ON-SITE SUPPORT SERVICES

PERSONNEL		
ITEM	DESCRIPTION	HOURLY RATE
1	Junior Technician	\$
2	Senior Technician	\$

4.2 CLIENT LISTING:

Bidders are to provide a client listing, including contact information, of three (3) organizations for whom you have provided similar goods and services. Include the dates that the services were provided and a general description of the scope of work and contract value. Bidders need to provide the client listing with the bid submission package.

4.3 BUSINESS SUMMARY

The County seeks to verify that the Bidder is capable of providing the services requested in compliance with the terms and conditions specified in this document. Bidders must attest to having a minimum of three (3) years of business experience you have provided similar goods and services. Bidders need to provide business summary with the bid submission package.

BIDDER INFORMATION:	
F.E.I.N. #:	
BIDDER NAME:	
STREET:	
CITY/STATE/ZIP:	
TOLL FREE PHONE:	
PHONE:	

FAX:	
EMAIL:	
CONTACT:	
YEARS OF EXPERIENCE:	

4.4 SECURITY VETTING PROCESS

Pursuant to Section 2, 2.28 Port Access, bidder staff will be required but not limited to clear a back ground check process which includes:

- a) Staff assigned to service under this contract and system must obtain a Seaport Identification Card and a Transportation Worker Identification Card as referenced in Section 2, 2.28.
- b) The Identification Card will not be allowed to expire.
- c) It will be the responsibility of the bidder to ensure the coordination of the identification cards for the term of this contract.
- d) Seaport reserves the right to reject any staff prior to being assigned duties.

NOTE: FALSE OR MISLEADING STATEMENTS REGARDING STAFF QUALIFICATIONS OR PRIOR PROJECTS WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE AND CANCELLATION OF ANY RESULTING PURCHASE ORDER IF DISCOVERED AFTER AWARD.

SECTION 4
BID SUBMITTAL FOR:
Water Surveillance System Licenses, Maintenance &
Technical Support Services

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____

**Bid Title: Water Surveillance System Licenses, Maintenance & Technical Support Services**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ **Place a check mark here only if bidder has such conviction to disclose.**

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the



Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A

Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. ____/____-____/____/____/____/____



Prompt Payment Terms: _____% _____ days net _____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

****"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."***

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



AFFIRMATION OF AFFIDAVITS

FORMAL BIDS



Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (d) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
_____	_____	_____
Name of Firm		Date
_____	_____	_____
Address of Firm	State	Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced identification ☐

Type of identification produced _____

_____	_____
Signature of Notary Public	Serial Number

_____	_____	_____
Print or Stamp of Notary Public	Expiration Date	Notary Public Seal

FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery. There is no handwriting or other markings on the page.

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____

Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.
This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	Race
			Gender	

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature _____

Print Name
(Duplicate if additional space is needed)

Print Title

FORM 100

Date

Walters, Vivian (SPEE)

From: Carrillo, Leida (ISD)
Sent: Tuesday, March 06, 2012 10:46 AM
To: Walters, Vivian (SPEE)
Cc: Carrillo, Leida (ISD)
Subject: FW: ITB for Water Surveillance System Licenses, Maintenance & Technical Support Services
Attachments: RQSP1200006_SBD_Final_Recommendation.pdf; RQID1200038
WATERSURVELANCE.docx

Vivian,

Good morning. I am sending you an update of the attached recommendation for RQSP1200006. This requisition has been canceled and will be replaced with RQID1200038. Additionally, the scope of work has been revised substantially. Please advise of the recommendation for the revised ITB. Thank you.

Kind Regards,

Leida Altman Carrillo, Procurement Contracting Officer 1
Miami-Dade County Internal Services Department, Procurement Management
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
305-375-1084 Phone, 305-375-5688 Fax

"Delivering Excellence Every Day"

Miami-Dade County is a public entity subject to Chapter 119 of the Florida statutes concerning public records. Email messages are covered under such laws and thus subject to disclosure. All email sent and received is captured by our server and kept as a public record.

From: Walters, Vivian (SPEE)
Sent: Monday, November 21, 2011 4:09 PM
To: Carrillo, Leida (ISD)
Cc: Porter, Albert (SPEE); Johnson, Laurie (SPEE)
Subject: RE: ITB for Water Surveillance System Licenses, Maintenance & Technical Support Services

Find attached the **"Executed Worksheet"** (with the applied SBE **"Bid-Preference"** Measure).

Regards,

Vivian O. Walters, Jr.
Contract Development Specialist II
Sustainability, Planning & Economic Enhancement Dept. (SPEED)
Small Business Development Division
111 NW 1st Street #19 Floor
Miami, FL 33128
walterv@miamidade.gov

☎ Office (305) 375-3138 | 📠 Fax (305) 375-3160

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Click on our new website

<http://www.miamidade.gov/sba/about-project-review-and-analysis.asp>

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From: Carrillo, Leida (ISD)
Sent: Wednesday, November 16, 2011 3:09 PM
To: Walters, Vivian (SBD)
Cc: Carrillo, Leida (ISD)
Subject: ITB for Water Surveillance System Licenses, Maintenance & Technical Support Services

Vivian,

Please see attached request and advise if any additional information is required. Thank you in advance for your assistance.

Kind Regards,

Leida Altman Carrillo, Procurement Contracting Officer 1
Miami-Dade County Department of Procurement Management
111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
305-375-1084 Phone, 305-375-5688 Fax

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Small Business Development Division Project Worksheet

Project/Contract Title: WATER SURVEILLANCE SYSTEM LICENSES, MAINTENANCE & TECHNICAL SUPPORT
Project/Contract No: RQSP1200006
Department: SEAPORT
Estimated Cost of Project/Bid: \$400,000.00

Received Date: 11/16/2011

Funding Source:
SEAPORT REVENUES

Resubmittal Date(s):

Description of Project/Bid: To establish a contract to provide ongoing maintenance and support services for the Waterside Surveillance System (WSS) equipment located at the Port of Miami (Port) and at the five (5) remote locations in close proximity to the Port.

Contract Measures Recommendation

<u>Measure</u>	<u>Program</u>	<u>Goal Percent</u>
Bid Preference	SBE	

Reasons for Recommendation

BID PREFERENCE

This project meets all the criteria set forth in I.O. #3-41

(The seven (7) SBE firms certified in the required Commodity Codes were polled; none responded).

Commodity Codes: 920-19 - Computer Digitizing Services; 939-21 - Computer, Data Processing Equipment and Accessories (not Word Processing Equipment), Maintenance and Repair; 920-45 - Software Maintenance/Support

Analysis for Recommendation of a Goal

<u>Subtrade</u>	<u>Cat.</u>	<u>Estimated Value</u>	<u>% of Items to Base Bid</u>	<u>Availability</u>
-----------------	-------------	------------------------	-------------------------------	---------------------

Total

Living Wages: YES ☐ NO ☒

Responsible Wages: YES ☐ NO ☒

Responsible Wages and Benefits applies to all construction projects over \$100,000 that do not utilize federal fund. For federally funded projects, unless prohibited by federal or state law or disallowed by a governmental funding source, the HIGHER wage between Davis Bacon and Responsible Wages and Benefits shall apply.

REVIEW RECOMMENDATION

Tier 1 Set Aside _____ Tier 2 Set Aside _____
Set Aside _____ Level 1 _____ Level 2 _____ Level 3 _____
Trade Set Aside (MCC) _____ Goal _____ Bid Preference ☒
No Measure _____ Deferred _____ Selection Factor _____

County Mayor / Designee

Date